



**Montana Fish,
Wildlife & Parks**

**INVITATION FOR BID
THIS IS NOT AN ORDER**

Department of Fish, Wildlife & Parks
Purchasing Unit
930 West Custer Avenue
P. O. Box 200701
Helena, Montana 59620-0701
Phone: (406) 495-3249
Fax: (406) 495-3253

Company Name/Address: (correct any errors)

Bid No.: FWP #040112

Bid Title: Fish Loader

Pages: 1-8

BIDS will be received and publicly opened at **2:00 p.m.** on:
Thursday, January 22, 2004

Issued by:
Mary House, Purchasing Officer

**MARK FACE OF BID ENVELOPE UNDER YOUR RETURN
ADDRESS WITH THE FOLLOWING:**

FWP #040112
01/22/04

RETURN YOUR BID TO:

Department of Fish, Wildlife & Parks
930 West Custer Avenue
P.O. Box 200701
Helena, MT 59620-0701

SPECIAL INSTRUCTIONS: BIDS will be received and publicly opened at:

Department of Fish, Wildlife & Parks (Warehouse)
930 West Custer Avenue
Helena, MT 59620

PLEASE COMPLETE

Delivery Date:

Payment Terms: Net 30 Days

Company Name/Address: (if different)

Phone: ()

Fax: ()

Bidder Name:
(please print)

Federal I.D.
No.:

Signature of
Bidder:

**IMPORTANT
SEE STANDARD TERMS & CONDITIONS**

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Fish, Wildlife & Parks. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by Fish, Wildlife & Parks prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors may be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 3/03

BILL TO: FISH WILDLIFE & PARKS
GIANT SPRINGS FISH HATCHERY
4801 GIANT SPRINGS ROAD
GREAT FALLS MT 59405

PROJECT SITE: FISH WILDLIFE & PARKS
GIANT SPRINGS FISH HATCHERY
4801 GIANT SPRINGS ROAD
GREAT FALLS MT 59405

Provide and deliver F.O.B. Great Falls, Montana, fish loader per the following minimum specifications:

I. Fish Loader Specifications

- a. Fish Loader to consist of a marine alloy aluminum fish harvester/dewatering tower with attached self-priming, non-submersible pump. Fish pump cannot be lowered into raceways due to restrictions based on physical layout of hatchery.
- b. Pump is to have a 6 inch inlet and 6 inch outlet capable of handling fish that are 2 to 10 inches in length.
- c. Pump and associated hydraulics will be run by a 15 hp (or greater), variable speed gasoline engine with a starter motor. System will include all hydraulics, a hydraulic reservoir tank large enough to service all hydraulics on pump and dewatering tower, fittings and hose needed to couple fish pump to dewatering tower, a 12 foot intake hose with associated crowding bell, 12 volt battery.
- d. Dewatering tower will be mounted to a single axle trailer complete with leveling jacks and running lights.
- e. Dewatering tower will include all hydraulics and circuiting to operate lift cylinders, fish pump and auto priming pump.
- f. Dewatering tower will include a 7 - 8 inch diameter, 6 foot telescoping discharge tube that will extend to at least 11 feet and swivel 180 degrees. Discharge tube will have an adjustable deflector on the end. Also included will be a 24 foot, 6 inch diameter, flexible, water discharge tube.
- g. Dewatering tower will have hydraulic cylinders for lifting the top platform at least an additional 3 feet from it's lowest position. Distance of the top platform, from the ground, when it is in it's lowest position must be no shorter than 78 inches.
- h. Top of dewatering tower will have a plexiglass lid to keep fish from jumping out while being loaded.
- i. Dewatering tower will have an aluminum screen or grader installed to let discharge water flow through but small enough to keep a 2 inch fish from falling through.
- j. Dewatering tower will have stainless steel hydraulic oil reservoirs, a protective motor hood, removable side panels, stainless steel pipe fittings on hydraulic components and stainless steel hydraulic return collector.
- k. Overall length of dewatering tower trailer, including tongue and hitch, will not exceed 130 inches.
- l. When fish pump is mounted on dewatering tower unit, the center of the 6 inch intake hose will be 23 inches from the ground.
- m. Fish pump and dewatering tower must come completely assembled and ready for operation.
- n. The 6 inch diameter fittings, that connect the inlet hose to the pump and water discharge hose to the dewatering tower, need to be of the "CamLock"(or approved equal) variety.
- o. Crowding bell needs to have a moveable, up/down, screen over opening or adapt hatchery owned bell to hose. Screen should be aluminum with 3/16 inch holes.

- p. 6 inch hoses for the pump and dewatering tower should be a heavy gauge clear plastic with a wire core, yet flexible and UV resistant.
- q. All warranty work will be performed at Giant Springs Fish Hatchery by factory trained personnel, or their assigned representatives.

A warranty shall be provided on all units purchased which is current to the industry, but not less than one year in duration from the point in time the units are put into service. The bidder agrees that it will be responsible for all transportation and freight cost during the warranty period. The bidder will be notified in writing by Fish, Wildlife & Parks (FWP) of the "in-service date," which will not exceed six months from date of delivery.

The bidder agrees that it will respond within 72 hours after receiving via e-mail, fax or phone notification of required warranty work. FWP reserves the right to assess liquidated damages in the amount of \$25.00 per unit, per calendar day, for failure to comply with this provision. If the required warranty work has not been accomplished at the end of thirty calendar days from receipt of the written notice, FWP may declare the units unsatisfactory in operation and return them to the bidder for full reimbursement of the purchase price.

The intent of this provision is to allow FWP specific recourse should the bidder refuse or fail to respond to required warranty work that is serious in nature or that renders the unit inoperable. The provision is not intended to cover occasional minor repair unless such repair becomes reoccurring and is not addressed by the bidder, nor is it intended to cover situations beyond the bidder's control.

Any failures that occur beyond the required warranty period, which are reasonably attributed to a manufacturer's defect, will be subject to corrective action on a cost-sharing basis at an agreed percent of sharing.

In emergency situations, FWP may elect to perform warranty work. Damaged parts will be held for the bidder's inspection, together with sufficient documentation to verify all expenses. Unless covered by separate agreement, the bidder agrees to reimburse FWP for all warranty work performed at the rate of twenty-four dollars (\$24) per hour for all labor (including travel time) plus travel expenses and the actual cost of all parts and materials, plus freight.

r. TRAINING

At no cost to FWP, the vendor shall provide a qualified factory-authorized service representative for training at Giant Springs Fish Hatchery as follows:

- (a) Eight (8) hours operator training in operation and normal maintenance of the unit and all components.

s. Delivery requested on or before March 31, 2004.

Aqua-Life Harvester or approved equal

Cost for One Only: \$ _____
Brand/Model Bid: _____

Warranty: _____
Delivery Date: _____

DESCRIPTIVE LITERATURE

Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each bid. The State reserves the right to examine products further to determine compliance with the stated specifications.

EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

INSURANCE REQUIREMENTS

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. FWP, Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the FWP with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be received by the FWP, Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.